

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**
Case No.: 1:23-cv-20727-RKA

RYAN BRESLOW, et al.,

Plaintiffs,

v.

MARK PHILLIPS, et al.,

Defendants.

DECLARATION OF BENJAMIN REED

I, Benjamin Reed, make the following declaration:

1. I am a Defendant in this Action, am over the age of 18, and am competent to testify in this matter. I have personal knowledge of the matters stated herein.
2. I have never claimed or understood MovementDAO to have a beta or soft launch, or anything than a full and complete launch on February 2, 2022. I worked with the Law Firm of Reed Yurchak (“Law Firm”) to ensure MovementDAO was operating legally.
3. This dispute concerns more than Plaintiffs and Defendants, and in particular, Plaintiffs’ contributions to MovementDAO. Nine contributors outside of Plaintiffs account for over \$1.7 million in contributions, and there are many more smaller contributors.
4. MovementDAO enacted a series of Movement Improvement Proposals (“MIPs”), which led to MovementDAO being categorized as a Delaware unincorporated nonprofit association (MIP-0000). The Law Firm obtained an EIN from the IRS for MovementDAO. MIP-0004 and MIP-0007 specifically identified the Law Firm as a Service Provider, and authorized

MovementDAO to indemnify Mr. Phillips, Mr. Reed, and Mr. Gordon—Mr. Gordon signed off on those MIPs. MovementDAO also adopted a set of Guiding Principles, Terms of Service, and Code of Conduct through MIP-0000—which were approved by Plaintiffs. Upon their adoption, MovementDAO’s relationship with its members or contributors was governed by, *inter alia*, the GitBook, Guiding Principles, Terms of Service, and Code of Conduct (collectively, the “Governing Documents”). True and correct copies of these documents are attached to the Declaration of Mark Phillips.

5. Mr. Gordon indicated his approval of MIPs 0000, 0001, 0002, 0004, 0005, 0006, 0007, and 0008 by voting for them.

6. I am familiar with PeaceDAO, and its launch. PeaceDAO did launch, and collected contributions and funded Ukrainian humanitarian aid efforts. PeaceDAO’s treasury automatically paid a fee (also referred to as a “tribute”) to MovementDAO for services provided.

7. MIP-0004 authorized MovementDAO to form DAOLabs LLC. DAOLabs was intended to serve, *inter alia*, MovementDAO’s real world needs, including operating bank accounts, credit cards, making payments, traditional investments, loans, and holding assets. The Law Firm helped form DAOLabs LLC, and I have always been DAOLabs LLC’s only member and governor. Generally, I helped oversee business functions, including working with the Law Firm, for both MovementDAO and DAOLabs LLC.

8. Attached hereto as Exhibit 1 is a true and correct copy of the State of Washington, Office of the Secretary of State, Corporations & Charities Division, Corporation Search Report for DAOLabs, LLC. The report lists me as the Governor of DAOLabs LLC, and Mr. Yurchak as the Registered Agent. It confirms that DAOLabs LLC was formed on August 1, 2022.

9. As recently as October 2022, I worked with the Law Firm to review DAOLabs LLC's technology licensing, indemnity, and loan agreements. A true and correct copy of an October 11, 2022 email thread between me and the Law Firm, concerning agreements for DAOLabs LLC, is attached hereto as Exhibit 2.

10. Prior to the recent dispute, Plaintiffs have never 1) challenged my and Mr. Phillips' management of MovementDAO's treasury; 2) challenged MovementDAO utilization of the Law Firm; or 3) expressed any sentiment that MovementDAO was not a legal, separately operating entity.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 16, 2023

DocuSigned by:

Benjamin Reed

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Benjamin Reed

Exhibit 1

BUSINESS INFORMATION

Business Name:

DAOLABS LLC

UBI Number:

604 950 256

Business Type:

WA LIMITED LIABILITY COMPANY

Business Status:

ACTIVE

Principal Office Street Address:

[REDACTED]

Principal Office Mailing Address:

Expiration Date:

08/31/2023

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

08/01/2022

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

ANY LAWFUL PURPOSE

REGISTERED AGENT INFORMATION

Registered Agent Name:

REED YURCHAK

Street Address:

[REDACTED]

Mailing Address:

[REDACTED]

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		BENJAMIN	REED

Exhibit 2

Law Office of Reed Yurchak <reed@yurchaklaw.com>

10/11/2022 12:41 PM

Re: Review please: DAOLABS Technology License Agreements

To Ben <r@daolabs.wtf>

Hi. I've had time to go through the documents and offer the following thoughts:

Indemnity Agreement. That document is fine although duplicative of the standard indemnity and HH agreements found in the bylaws or operating agreement.

Non recourse loan agreement. Looks fine.

IP licensing agreements. These are somewhat confusing to me given they grant Ryan some sort of authority to approve/cancel without identifying that authority. Meaning - if he cancels the license do the rights revert to the licensor alone or to both Ryan and licensor? Does Ryan have an ownership interest in the IP that he grants to the licensor and retains supervisory rights? I think Ryan's rights need to be clarified in this regard.

The second issue is with notice in the agreements. We can't have George and myself listed as the persons to accept notice for both parties since that would be a conflict of interest. The notice should be sent to the corporations and their individual addresses.

On Mon, Oct 10, 2022 at 12:23 PM Ben <r@daolabs.wtf> wrote:

Totally understand. Thanks Reed! Hope the new cases are profitable. Cheers!

On 10/10/2022 12:04 PM PDT Law Office of Reed Yurchak <reed@yurchaklaw.com> wrote:

Hey - sorry. I anticipated being able to get it done Friday. But the document review proved to be much more of a formidable task; and I also got hit with a few new cases that came in. I should have it back to you by tomorrow. Thanks

On Mon, Oct 10, 2022 at 11:57 AM Ben <r@daolabs.wtf> wrote:

Hi Reed, just checking in on these docs.

Regards,

BenR

On 10/07/2022 11:50 AM PDT Law Office of Reed Yurchak <reed@yurchaklaw.com> wrote:

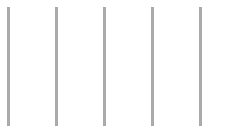
Yes working on it and should have done today

On Fri, Oct 7, 2022, 11:44 AM Ben <r@daolabs.wtf> wrote:

Hi Reed, just touching base to see if you've had a chance to look over the DAOLABS Technology License Agreements?
Thanks!
BenR

On 10/06/2022 12:36 AM PDT Ben <r@daolabs.wtf> wrote:

Hi Reed, can you look over the following Technology License Agreements to make sure they are ready to send out for signatures. Please see attached.



Much appreciated!

BenR